sons (1918) 27 YALE LAW JOURNAL, 1008; Anson, *Contracts* (3d Am. ed. by Corbin, 1919) ch. ix.

INSURANCE—CONSTRUCTION OF POLICY—"ACCIDENTAL MEANS."—The plaintiff was the beneficiary of an insurance policy issued by the defendant, which insured the deceased against death "effected solely by external, violent, and accidental means." The insured had pricked a pimple on his lip with a scarf pin and infection set in, and resulted in his death. *Held,* that the defendant was liable. *Business Men's Accident Ass'n v. Lewis* (1919, C. C. A. 8th) 257 Fed. 241.

The decision agrees with that rendered in a previous case where the facts were almost identical. *Lewis's Executrix v. Ocean Accident & Guaranty Corp'n Lim.* (1918) 224 N. Y. 18, 120 N. E. 818. In both cases the courts deliberately refused to analyse the language of the contract from a scientific viewpoint, or to make distinctions of a philosophic nature, but adopted the interpretation of the "average" man. It seems, however, that where the benefit of such interpretation would be in favor of the insurer, the courts have been more apt to be technical. See (1918) 28 YALE LAW JOURNAL, 193. The decision is in accord with the general policy of interpreting doubts arising in the construction of insurance contracts in favor of the insured. *Cf.* (1918) 27 *ibid.,* 852.

MANDAMUS—JUDGES—CERTIFICATE OF DISQUALIFICATION.—A trial resulted in a verdict for the defendant, which was set aside upon motion for a new trial. The respondent, then a practicing lawyer, issued a signed statement criticizing the finding made by the court. The respondent later was appointed judge, before whom the case came for the new trial. The relator, the plaintiff in the above case, requested the respondent to certify his disqualification to sit in the trial, upon the ground that he was prejudiced. Upon refusal, the relator made an application for a writ of *mandamus. Held,* that it should be issued in order to insure a fair and impartial trial. *State v. Fullerton* (1919, Okla.) 183 Pac. 979.

Though a novel use of the writ of *mandamus,* in the absence of a statute, yet the court rightly allowed it in order to enforce a plain duty existing in the respondent. For a further application of *mandamus,* see (1919) 28 YALE LAW JOURNAL, 405, 838; *supra,* RECENT CASE NOTES *sub. tit.,* MANDAMUS.

MARRIAGE AND DIVORCE—FRAUD—ANNULMENT BECAUSE OF UNCHASTITY.—The petitioner married the respondent after being assured by her that she was chaste and virtuous. After the consummation of the marriage, the respondent disclosed the fact that the prior representations as to her chastity were not true. The petitioner abandoned her immediately and petitioned for an annulment. *Held,* that his petition should be granted. *Gatto v. Gatto* (1919, N. H.) 106 Atl. 493.

The opinion of the court includes a thorough and extended review of the cases bearing on the questions of law and policy raised in the principal case. Many of these cases have been discussed in (1915) 24 YALE LAW JOURNAL, 346; (1916) 25 *ibid.,* 258, 326; (1917) 26 *ibid.,* 159, 506, 622; (1919) 28 *ibid.,* 272, 287, 516; and see Spencer, *Some Phases of Marriage Law* (1915) 25 YALE LAW JOURNAL, 58.

MONOPOLIES—SHERMAN ACT—REFUSING TO SELL TO CUSTOMERS WHO CUT PRICES.—Colgate & Co. was indicted for an alleged violation of the Sherman Act by reason of agreeing with its customers upon reasonable prices at which its

products might be resold, and declining to deal with those who would not maintain such prices. From a judgment sustaining a demurrer and quashing the indictment, the United States brought error. *Held*, that the indictment was properly quashed. *United States v. Colgate & Co.* (1919, U. S.) 39 Sup. Ct. 465.

The case turns on the distinction between exercising one's own privilege not to deal with customers who will not maintain prices and undertaking by contract to prevent one's customers from exercising freely their privilege of reselling. For a more extended discussion approving the decision of the court below, see (1919) 28 YALE LAW JOURNAL, 505; also *ibid.*, 714. An interesting ramification of the same price maintenance method appears in *B. V. D. Co. v. Isaac* (1919, C. C. A. 6th) 257 Fed. 709. See also Haines, *Efforts to Define Unfair Competition* (1919) 29 YALE LAW JOURNAL, 1, especially 15ff.

TELEGRAPHS AND TELEPHONES—MISTAKE IN TRANSMISSION OF INSTRUCTIONS TO AGENT—AMOUNT OF DAMAGES.—The plaintiff delivered a message to the defendant telegraph company authorizing the plaintiff's agent to sell land at $55. per acre. The telegram which was delivered to the agent read $50. The agent entered into a written contract to sell, a provision of which was that if the seller should default, $500. should be paid to the buyer as his damages. After discovering the mistake, the plaintiff conveyed the land and sued to recover the difference between the amount received and the amount he would have received if the sale had been made at $55. *Held*, that the plaintiff could recover only $500. as he was not "bound to convey except in the alternative." *Western Union Telegraph Co. v. Southwick* (1919, Tex. Civ. App.) 214 S. W. 987.

For a discussion of the contractual relations of the parties in cases presenting similar situations, see (1917) 26 YALE LAW JOURNAL, 252; (1918) 27 *ibid.*, 1091; COMMENT, *ibid.*, 932. See also Anson (3d Am. ed. by Corbin, 1919) sec. 182, note.

TORTS—NUISANCE—MORGUE IN RESIDENTIAL DISTRICT.—The defendants established an undertaking parlor in a residence portion of a city, using a house in need of repair, without screens, and without proper sewer connections. The plaintiffs brought an action to enjoin the maintenance thereof. *Held*, that an injunction should issue. *Goodrich v. Starrett* (1919, Wash.) 184 Pac. 220.

The court granted relief on the grounds that the state statute somewhat widened the common-law definition of nuisance to include an interference with the "comfortable enjoyment of one's property"; and that the dread of disease and the depressing effect which resulted from the morgue, made out such an interference. It seems that danger to health would alone justify the holding. See (1917) 27 YALE LAW JOURNAL, 280. On the other hand, the ground of depression and interference with the enjoyment of the plaintiffs' homes might have sufficed. See *ibid.*, 288. But a negro colony has been held not a public nuisance. See (1919) 28 *ibid.*, 517.

WORKMEN'S COMPENSATION—VOLUNTEER.—The decedent operated two paint mixers in the defendant's factory. A belt on another machine broke, and the decedent volunteered to fix it. Without orders and before he could be stopped, he had put himself in danger and was killed. It was customary for employees to repair machines only when ordered. There was no emergency which required the defendant's act. His administratrix was awarded compensation by the Industrial Commission. *Held*, that the award should be quashed. *Mepaam & Co. v. Industrial Commission* (1919, Ill.) 124 N. E. 540.

For other examples of injuries not arising in the course of employment, see (1917) 26 YALE LAW JOURNAL, 621; (1918) 27 *ibid.*, 578.